

**TITLE:** Partial Compensation for Executed Utility Agreement with City of Fresno      **DATE:** 10/23/2017

**PROJECT:** Construction Package No. 1      **CONTRACT NO:** HSR 13-06

**CONTRACTOR:** Attn: Ghassan Ariqat  
 Tutor Perini/Zachry/Parsons, a Joint Venture  
 1401 Fulton Street  
 Suite 400  
 Fresno, CA 93721

**DESCRIPTION OF CHANGE:**

This change order provides additional compensation for construction as a result of the executed Utility Agreement with the City of Fresno. This sum does not constitute a final lump sum price as a result of this executed agreement. This is partial payment for the following utility relocations:

Sewer at Shaw Avenue between Santa Ana and Ashlan Avenues  
 Sewer at Cornelia and Santa Ana Avenue  
 Sewer at Fresno and H Streets  
 Sewer at China Alley, Mono Street, Kern Street, Ventura Avenue, G Street and Mariposa Street  
 Water at Shaw Avenue between Santa Ana and Ashlan Avenues  
 Water at Cornelia and Santa Ana Avenue  
 Water at Fresno and H Streets, China Alley and Stanislaus Street  
 Water at China Alley, Mono Street, Kern Street, Ventura Avenue, G Street and Mariposa Street

The causes of the additional costs include, but are not limited to, the following:

- Requiring casings to be extended 10 feet past HSR and UPRR ROW
- Upsized Water and Sewer Main Lines throughout the alignment
- Added Water and Sewer Main Lines in different segments of the project
- Added redundant casings for all sewer lines crossing the HSR and UPRR ROW
- Incorporation of revised City of Fresno Updated Public Work Standards

A future adjustment in compensation is expected at these and other locations due the executed Utility Agreement with the City of Fresno.




**ADJUSTMENT IN COMPENSATION AT AGREE LUMP SUM**

For this work, the Contractor shall be paid the agreed lump sum of **\$2,000,000.00**. This lump sum constitutes **partial** compensation for providing all services, labor, material, equipment, tools and incidentals, including all markups by reason of this change.

**TIME ADJUSTMENT:**

Any delay due to this change order, if any and if determined to be a controlling operation, shall be evaluated under a separate change order in accordance with Section 23.4, "Equitable Adjustments – Limitation on Delay and Disruption Damages," of the General Provisions.

PCO	Payment Item	Description	Quantity	Unit	Unit Price	Net Amount	Time Adj. Days
00001		Partial Payment for Executed COF Utility Agreement	1.0	LS	\$2,000,000.00	\$2,000,000.00	0
<b>Total:</b>					<b>\$2,000,000.00</b>		<b>0</b>

Contractor	California High-Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by
			



**TITLE:** Partial Compensation for Executed Utility Agreement with City of Fresno**DATE:****10/23/2017****PROJECT:** Construction Package No. 1**CONTRACT NO:****HSR 13-06****Release of Claims**

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

**Contractor's Sworn Certification**

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.


The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

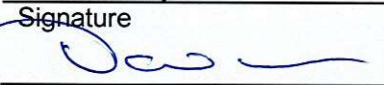

**Subcontractor's Sworn Certification(s):**

Attached as \_\_\_\_\_ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

**Tutor Perini/Zachry/Parsons, a Joint Venture**

Acceptance by Signature		Date
	Ghassan Ariqat – Project Manager/Director	10/24/17

**California High-Speed Rail Authority**

Submitted by Signature		Date
	David Vallejos - D-B Oversight Manager	10/23/17
Approval by Signature		Date
	Steven Milton- Design & Construction Manager	10/23/17